



12392-B
RECORDATION NO. Filed 1425

0-310A016

NOV 5 1980 - 2 20 PM

INTERSTATE COMMERCE COMMISSION

October 29, 1980

No. 1
Date NOV 5 1980

Fee \$ 150.00
Owe you 12/0
ICC Washington, D.C.

12392
RECORDATION NO. Filed 1425

COMMERCE BANK
of Kansas City^{NA}

Box 248 Kansas City, Missouri 64141
Phone: 816-234-2000

A Commerce Bancshares Affiliate

NOV 5 1980 - 2 20 PM

Interstate Commerce Commission
12th and Constitutional Avenue N.W.
Washington, D.C. 20423

ATTENTION: Mildred Lee
Room 2303

INTERSTATE COMMERCE COMMISSION
12392-A
RECORDATION NO. Filed 1425

NOV 5 1980 - 2 20 PM

FEE OPERATION BR.
T.C.C.
NOV 6 12 12 PM '80

Dear Miss Lee:

INTERSTATE COMMERCE COMMISSION

Enclosed are several documents to be recorded with the Interstate Commerce Commission in order that the interests of Commerce Bank of Kansas City will be of record. The following documents are to be filed:

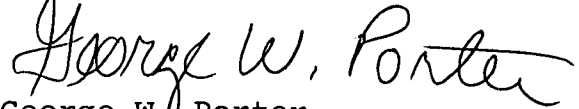
- (1) Lease Agreement No. FWI-9
Date: October 1, 1980
Lessor: Fremont & Western, Inc.
P. O. Box 80269
Lincoln, Nebraska 68501
Lessee: Lincoln Grain, Inc.
P. O. Box 436
Atchison, Kansas 66002
- (2) Assignment (With Recourse) of Lease No. FWI-9
Date: October 31, 1980
Assignor: Fremont & Western, Inc.
(For address see above)
Assignee: Commerce Bank of Kansas City, N.A., Missouri
922 Walnut Street
Kansas City, Missouri 64106
Lessee: Lincoln Grain, Inc.
(For address see above)
- (3) Security Agreement (Leased Goods & Related Leases)
Date: October 31, 1980
Bank: Commerce Bank of Kansas City, N.A., Missouri
(For address see above)
Borrower: Fremont & Western, Inc.
(For address see above)

Enclosed is a check for \$150.00 to cover necessary filing fees. If that amount is more than the fees, please remit the difference to Commerce Bank of Kansas City.

Interstate Commerce Commission
Page Two
October 29, 1980

Also enclosed is a duplicate copy of all documents. Please return all copies to me with the date, time, and place of recording noted on them. If possible, would you please call me at 816-234-2731 when the documents are filed, so that I can advance the funds. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "George W. Porter". The signature is written in dark ink and is positioned above the typed name and title.

George W. Porter
Assistant Vice President

GWP:pag

Enclosures

12392-14
RECORDATION NO. Filed 1425

ASSIGNMENT NOV 5 1980 - 2 20 PM
(WITH RECOURSE) INTERSTATE COMMERCE COMMISSION

DATE October 31, 1980

ASSIGNOR: FREMONT & WESTERN, INC.

ASSIGNEE: COMMERCE BANK OF KANSAS CITY

LEASE AGREEMENT ASSIGNED:

Lease Number: FWI-9 Dated October 1, 1980
Lessor: FREMONT & WESTERN, INC.
Lessee: LINCOLN GRAIN, INC.

FOR VALUE RECEIVED and as Collateral Security for the indebtedness described and secured by that certain NOTE AND SECURITY AGREEMENT, dated the 31 st day of October, 1980, made by ASSIGNOR TO ASSIGNEE, payable as more specifically therein stated, ASSIGNOR does hereby assign, transfer, set over and deliver to ASSIGNEE, its successors and assigns, WITH RECOURSE, all of its right, title and interest as Lessor in, to and under the above-described LEASE AGREEMENT attached hereto and made a part hereof, together with the rents, issues and profits reserved thereby and all of the rights and remedies of the Lessor under said LEASE AGREEMENT with full power in ASSIGNEE to collect all rents, issues and profits and charges so assigned and to take such action, legal or otherwise, as may be necessary for the collection thereof either in the name of ASSIGNEE OR ASSIGNOR. It is agreed that any payments made by the LESSEE to the ASSIGNEE under the foregoing LEASE AGREEMENT shall be and constitute pro tanto payments upon the aforesaid indebtedness.

ASSIGNOR expressly acknowledges that this ASSIGNMENT does not transfer any obligation or duty of ASSIGNOR under the LEASE AGREEMENT to ASSIGNEE. ASSIGNOR warrants that it will perform any and all obligations and duties required of it under the LEASE AGREEMENT and that it will indemnify, protect and hold ASSIGNEE harmless from any and all costs and expenses arising from any claim or demand of LESSEE based upon the foregoing. ASSIGNOR warrants that said LEASE AGREEMENT is the only document executed by it for the primary lease period concerning the property described therein; that the LEASE AGREEMENT is genuine, valid and subsisting, and in all respects what it purports to be; that the Lessee or Lessees are adults, sui juris, corporation in good standing under the laws of the state of incorporation and properly qualified to do business in each state where it is doing business or other entity fully competent to enter into said lease; and the ASSIGNOR has good right to make this ASSIGNMENT and has not heretofore alienated, assigned, or otherwise disposed of said Lease or any part thereof or any of the sums due or to become due thereunder; that no event of default as defined in said LEASE AGREEMENT has occurred and is continuing and no event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute an

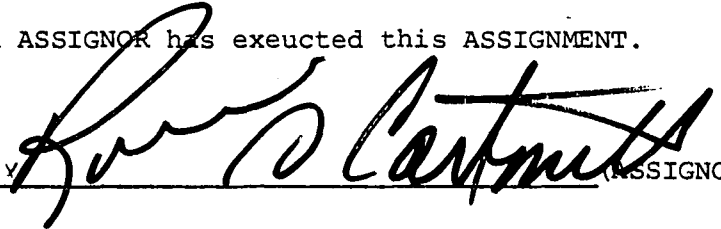
ASSIGNMENT

event of default thereunder; that all signatures, names, addresses, amounts and other statements and facts contained therein are true and correct; that the property has been delivered to the Lessee and has been accepted by the Lessee. The ASSIGNOR does hereby ratify and confirm all that ASSIGNEE, its successors and assigns shall lawfully do or cause to be done by virtue of this ASSIGNMENT, and does hereby covenant to execute and deliver to ASSIGNEE upon its demand, any and all instruments that ASSIGNEE may deem to be advisable at any time or times to carry out the purpose and intent of this ASSIGNMENT or to enable ASSIGNEE to enforce any right or rights it may have, hold or enjoy, now or in the future, under any of the terms hereof, or it may require or desire for its protection.

Lessor agrees not to assign, transfer, modify, cancel or terminate said LEASE AGREEMENT without the prior written consent of ASSIGNEE.

The ASSIGNMENT shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the aforesaid ASSIGNOR has executed this ASSIGNMENT.



(ASSIGNOR)

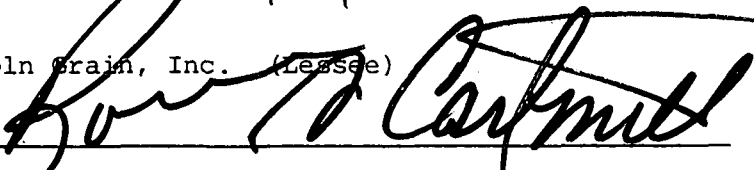
ACCEPTED:

Commerce Bank of Kansas City (Assignee)

By: George W. Porter

Date: 10/31/80

Lincoln Grain, Inc. (Lessee)

By: 

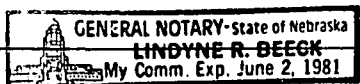
Date: OCTOBER 31, 1980

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

On this 31st day of OCTOBER, 1980, before me personally appeared ROBERT S. CARTMILL, to me personally known, who being by me duly sworn, says that he is PRESIDENT of FREMONT & WESTERN, INC., a Kansas corporation, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lindyne R. Beeck
Notary Public

My commission expires:



STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

On this 31st day of OCTOBER, 1980, before me personally appeared ROBERT S. CARTMILL, to me personally known, who being by me duly sworn, says that he is PRESIDENT of LINCOLN GRAIN, INC., a Kansas corporation, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lindyne R. Beeck
Notary Public

My commission expires:



STATE OF MISSOURI)
)ss.
COUNTY OF JACKSON)

On this 31st day of October, 1980, before me personally appeared George W. Porter, to me personally known, who being by me duly sworn, says that he is Assistant Vice President of COMMERCE BANK OF KANSAS CITY, National Association, that the foregoing instrument was signed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Ruth A. McCartney
Notary Public
RUTH A. MCCARTNEY
NOTARY PUBLIC STATE OF MISSOURI
JACKSON CO.
MY COMMISSION EXPIRES DEC 8 1980

My commission expires: